



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wal-Den Investments (BC) Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security and pet deposits in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing via registered letter sent to their forwarding address, the tenants did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed evidence is as follows. The tenancy began on August 1, 2013 at which time the tenants paid a \$40.00 pet deposit and a \$400.00 security deposit. Rent was set at \$800.00 per month and on July 1, 2014 was raised to \$815.00 per month. The tenancy ended on January 1, 2015.

The landlord testified that the tenants' cat clawed at each of the doors in the rental unit causing damage to the doors and paint. He provided photographs of the doors and testified that it took 3.5 hours at a rate of \$30.00 per hour to perform the repairs and repainting. He provided an invoice showing that this amount was paid for repairs to the doors and seeks to recover \$105.00. I accept the landlord's undisputed testimony and I find that the tenants' cat caused damage to the doors which goes beyond what may be characterized as reasonable wear and tear. I find the landlord's costs to be reasonable and I find that the tenants should bear the cost of repairing the doors. I award the landlord \$105.00.

The landlord testified that several of the kitchen drawers were scratched by the cat, 2 of the drawer faces had been torn off and one drawer was jammed shut and could not be

opened without causing damage. He provided photographs of the drawers and testified that it took 3 hours at a rate of \$30.00 per hour to perform the repairs and repainting. He provided an invoice showing that this amount was paid for repairs to the drawers and seeks to recover \$90.00. I accept the landlord's undisputed testimony and I find that the tenants caused damage to the kitchen drawers which goes beyond what may be characterized as reasonable wear and tear. I find the landlord's costs to be reasonable and I find that the tenants should bear the cost of repairing the drawers. I award the landlord \$90.00.

The landlord testified that 4 horizontal blinds and 1 vertical blind were damaged during the tenancy, with slats having been broken and bent. He provided photographs showing the damage to the blinds and testified that the company's standard charge to replace horizontal blinds is \$25.00 each and \$45.00 for vertical blinds and seeks to recover \$145.00. I accept the landlord's undisputed testimony and I find that the tenants caused damage to the blinds which goes beyond what may be characterized as reasonable wear and tear. I find the landlord's costs to be reasonable and I find that the tenants should bear the cost of replacing the blinds. I award the landlord \$145.00.

The landlord testified that the tenants left items behind in the rental unit at the end of the tenancy, including items in the refrigerator and cupboards, 2 bicycles, boxes and some garbage. He testified that it took 1.5 hours at a rate of \$30.00 per hour to remove the items and garbage and take everything to the landfill. I accept the landlord's undisputed testimony and I find that the tenants failed to remove all of their belongings and garbage from the rental unit at the end of the tenancy as they were required to do and that this failure caused the landlord to incur the expense of removing and disposing of those items. I find the landlord's costs to be reasonable and I find that the tenants should bear the cost of removing and discarding the abandoned items. I award the landlord \$45.00.

The landlord testified that the tenants failed to clean the rental unit at the end of the tenancy and provided photographs showing the condition of the rental unit. He testified that it took 1.5 hours at a rate of \$30.00 per hour to clean the unit. The landlord provided an invoice showing that this amount was paid for cleaning. I accept the landlord's undisputed testimony and I find that the tenants failed to leave the rental unit reasonably clean as they were required to do and that this failure caused the landlord to incur the expense of cleaning. I find the landlord's costs to be reasonable and I find that the tenants should bear the cost of cleaning. I award the landlord \$45.00.

The landlord testified that the tenants caused damage to the walls and failed to clean the walls at the end of the tenancy. He testified that the walls had been scribbled upon, there were marks on the walls marking the growth of the tenants' children, several areas had paint chipped off and there were several areas in which the walls were unusually

soiled, apparently by food. The landlord provided photographs showing the condition of the walls. The landlord testified that the areas of chipped paint were repaired and the walls repainted as it was easier to repaint than to clean the walls. He provided an invoice showing that a labourer was paid for 2.5 hours of labour at a rate of \$30.00 per hour to repair and repaint the walls. I accept the landlord's undisputed testimony and I find that the tenants failed to adequately clean the walls at the end of the tenancy and also caused the paint in some areas to be chipped. The landlord has the obligation to minimize his losses and I am not persuaded that the unit needed to be repainted, although clearly some repairs to the paint were required. I find that the landlord should have cleaned the walls rather than repaint as there is no evidence that cleaning was not possible. I find that an award of \$45.00 which represents 1.5 hours of labour will be sufficient to compensate the landlord for the cleaning and wall repair which should have taken place. I award the landlord \$45.00.

The landlord testified that the tenants failed to clean the stove at the end of the tenancy and failed to move the refrigerator and stove and clean behind those appliances. He provided photographs of the condition of the stove and the areas behind the appliances and testified that it took 2 hours of labour at a rate of \$30.00 per hour to perform this cleaning. I accept the landlord's undisputed testimony and I find that the tenants failed to adequately clean the stove or the areas behind the kitchen appliances. However, having viewed the photographs, I am not confident that these areas were so soiled that it would have taken a full hour to clean behind the appliances and wipe them down and another full hour to clean the stove. I find it more likely that this cleaning could have been performed in the space of one hour and I therefore award the landlord \$30.00.

The landlord testified that the tenants gave him notice on December 1 that they were vacating the rental unit. He testified that he advertised the rental unit but was unable to find tenants for the month of January and seeks to recover \$815.00 in lost income. In order to prove this claim, the landlord must prove that the tenants' breach of the Act caused him to lose income. I am not satisfied that the tenants having given their notice one day late caused the landlord's loss. Further, although the landlord claimed that he advertised the unit, he provided no documentary evidence to that effect. I find that the landlord has not proven on the balance of probabilities that he is entitled to recover his lost income from the tenants and I dismiss that claim.

As the landlord has been successful in much of his claim, I find he should recover the \$50.00 filing fee paid to bring his application and I award him that sum.

In summary, the landlord has been successful as follows:

Door repair	\$105.00
Kitchen drawer repair	\$ 90.00
Blind replacement	\$145.00
Disposal of abandoned items	\$ 45.00
Cleaning	\$ 45.00
Wall cleaning and repair	\$ 45.00
Cleaning kitchen appliances	\$ 30.00
Filing fee	\$ 50.00
Total:	\$555.00

The landlord has been awarded \$555.00. I order the landlord to retain \$555.00 from the \$400.00 pet deposit and the \$400.00 security deposit in full satisfaction of his claim and I order the landlord to return the balance of \$245.00 to the tenants forthwith. I grant the tenants a monetary order under section 67 for \$245.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord will retain \$555.00 from the security and pet deposits and the tenants are granted a monetary order for the \$245.00 balance.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 20, 2015

Residential Tenancy Branch

